

CASE.

6012056

LEASE

This DEED OF LEASE, entered into this first day of July, 19 87

by and between Fauquier County Board of Supervisors party of the first part, hereinafter referred to as the Lessor, and the VIRGINIA STATE DEPARTMENT OF HEALTH, party of the second part, hereinafter referred to as the Lessee;

WITNESSETH

That the said Lessor doth let and demise unto the said Lessee, the following property, to-wit:

One story brick building located adjacent to Fauquier Rescue Squad Building at 330 Hospital Dr., Warrenton, Virginia.

Office and clinic space totally 8,224 square feet.

Amortization of \$569,562.90 for twenty-five years - July 1, 1987 through June 30, 2012 at \$22,782.52 per year.

*Maintenance @ 30¢ per square foot (.30 x 8224) = \$2,467.00 Per Year

*Maintenance subject to change in accordance with current state policy.

*Insurance subject to change and to be reviewed annually.

The herein described property and premises are hereby leased to be used and occupied by the Lessee for its agent or agents for such purpose or purposes as the Lessee may now or hereafter be empowered by law to use the same, in any or all of the undertakings of the Lessee and its agent or affiliates.

This lease shall commence on the first day of July, 19 87, and extend for a period of 300 months, ending on the 30th day of June, 19 2012 yielding therefrom,

during the said term the rental of \$569,562.90 which amount shall be due and payable as follows: plus \$2,467.00 per year maintenance and \$450.00 per year insurance.

TOTAL MONTHLY PAYMENT BEING \$2,141.65.
(Show above: "monthly, at the end of each month," or "quarterly, at the end of each quarter" \$2,141.65.

1. The Lessor covenants and agrees:

- (a) To deliver quiet possession of said premises to the Lessee on the effective date of this lease;
- (b) To deliver the said premises in good repair suitable to the use for which they are leased and warrants that all plumbing, heating, airconditioning, electrical and mechanical devices and appliances of every nature upon the premises are in good repair and working order.
- (c) To keep the said premises and all plumbing, heating, airconditioning, electrical and mechanical devices and appliances of every nature upon the premises in good repair and in working order at the expense of the Lessor during the tenancy of this Lease ~~and to provide heat, water and electricity, gas and janitor services and to provide for the Lessor's expenses during the term of this lease.~~
- (d) If the said premises are damaged by fire or otherwise, but not so as to render the premises untenable, upon being notified so to do by the Lessee or its duly authorized agent, to repair and restore, as promptly as possible, the said premises to their former condition, in which event there shall be a prorata abatement of the rent for the period during which the said repairs and restoration are being completed, for that portion of the premises not usable by the Lessee during such period;
- (e) That in the event of the failure of the Lessor to make such repairs and restoration within a reasonable time after notice, then the Lessee may terminate this Lease or proceed to make, or cause to be made, such repairs at the expense of the Lessor and deduct the cost thereof from ensuing rentals as they become due or collect such cost from the Lessor in any manner which may be provided by law;
- (f) To equip and make such alterations and additions to the said premises and the equipment therein belonging to the said Lessor as shall be necessary at all times to comply with the provisions of Federal, State, and Local laws, ordinances, and regulations pertaining to health, safety, fire, and public welfare; and,
- (g) That the Lessee may make such alterations and additions to the said premises during the term of this Lease as the Lessee may deem proper with written approval of the Lessor, and that the Lessee may install fixtures, partitions, and make such other improvements as the Lessee may deem proper or necessary, and that the title and ownership of such materials as may be used in such alterations and additions, and all fixtures, partitions, and other improvements made or installed by the Lessee, shall remain the property of the Lessee, and upon the termination of this Lease, the Lessee may, at its option, remove the same.

2. The Lessee covenants and agrees:

* 330 Hospital Dr. Warrenton, Virginia 22091
at 330 Hospital Dr. Warrenton, Virginia

548 N7

R19/11

3. It is mutually covenanted and agreed by the Lessor and the Lessee:

- (a) That for the purpose of this Lease, it is mutually understood and agreed that where the words "repairs" and/or "restoration" are used, the same shall be deemed to include the replacement of broken glass;
- (b) That if the said premises be so damaged by fire or otherwise as to render the same, in the opinion of the Lessee, untenable, this Lease shall immediately terminate;
- (c) That in the event that by operation of law the Lessee shall cease to exist, or that the powers of the Lessee shall be so construed as not to permit the Lessee to continue to use the premises herein demised for the purpose for which they shall have been used, then in that event, this Lease and all responsibility and liability of the Lessee of whatever kind hereunder shall terminate;
- (d) That a written notice of sixty days shall be given by the Lessee should it desire to vacate the said premises at the termination of this Lease and should the Lessor desire possession at the termination of this Lease, a like sixty day notice shall be required to be given by the Lessor; and in the event no such notice is given by either party, then this Lease shall continue in force from year to year at the same annual rental and subject to all the terms, conditions, and covenants herein contained;
- (e) That any and all notices affecting this Lease may be served by the parties hereto or their duly authorized agents, as effectively as if the same were served by any officer authorized by law to serve notices; and the return of such person of the time and manner of the service thereof shall have the same force and effect as to any legal proceedings based thereon as the return of any officer authorized by law to serve notices; and
- (f) This written Lease constitutes the entire agreement between the Lessor and the Lessee regarding the demise of the property herein described and no agent of either party has any authority to alter, amend, or waive any of the terms hereof, unless such amendment be in writing and consented to and signed by the parties hereto.

4. The Lessor hereby designates Fauquier County Board of Supervisors whose address

40 Culpeper St., Warrenton, Virginia as the agent of the Lessor, and directs that the payments of all rents to accrue hereunder shall be made by the Lessee to such Agent; and any and all notices hereunder, when served upon the said Agent, shall have the same force and effect as if

served upon the Lessor in person; and the Lessee hereby designates Health Director
Fauquier County Health Dept.
whose address is 550 Hospital Drive, Warrenton, Virginia 22186 as the Agent of the Lessee for the purpose of accepting notice as may be herein provided.

5. Special covenants:

- (a) This Deed of Lease is conditioned upon and subject to all state laws and continuation of the State-local health department affiliation now in existence; and, this Lease shall be cancelled automatically in the event of termination of the State-local health department affiliation now in existence, or in the event the local, State, or Federal government fails to appropriate or allocate sufficient funds for the purpose of continuation of this Lease.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals.

This lease arrangement is recommended this twelfth day of May 1987.

by

John E. ... 19-0.
(Local Health Director or Program Director)

APPROVED:

Date

(Division of Engineering and Buildings)

9.3.87

Date

Barbara ...
(Health Department Division Director)

9/2/87

Date

Al ... (SEAL)
(Director of Administration,
Virginia State Department of Health)

RECOMMEND APPROVAL:
DIVISION OF ENGINEERING
AND BUILDINGS
DEPARTMENT OF GENERAL
SERVICES

By: 

Director

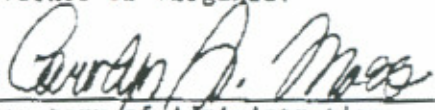
RECOMMEND APPROVAL:
DEPARTMENT OF GENERAL SERVICES

By: 

Director

APPROVED BY THE GOVERNOR:

Pursuant to §2.1-504.2 of the Code of Virginia (1950), as amended, as the official designee of the Governor of Virginia, as authorized and designated by Executive Order 29(86), dated November 15, 1986 I hereby approve the acquisition of the demised premises pursuant to this Lease Agreement and the execution of this instrument for, on behalf of, and in the stead of the Governor of Virginia.


Secretary of Administration

8/20/87
(Date)

L. SE NO. 606-LO56

330 Hospital Dr

AMENDMENT TO LEASE

Pursuant to paragraph 3(f) of the Deed of Lease entered into the first day of July 1987, by and between Fauquier County Board of Supervisors (hereinafter referred to as the Lessor) and the Virginia State Department of Health (hereinafter referred to as the Lessee), for the property known as the Fauquier County Health Department building located at 330 Hospital Drive, Warrenton, Virginia, said Lessor and Lessee both acknowledge that at the request of the Lessor, on August 1, 1991, the Lessee moved a portion of its staff to the SPR Building located at 320 Hospital Drive, Warrenton, Virginia, vacating 800 of the 8,224 square feet leased at 330 Hospital Drive, and therefore, the Deed of Lease is amended and made a part hereto, as follows:

That the said Lessor doth let and demise unto the said Lessee, the following property, to-wit:

One story brick building located adjacent to Fauquier Rescue Squad Building at 330 Hospital Drive, Warrenton, Virginia. Office and clinic space totally 8,224 square feet for the period July 1, 1987 through July 31, 1991 and 7,424 square feet for the period August 1, 1991 through June 30, 2012.

Rent of \$93,028.46 for the forty-nine (49) month period July 1, 1987 through July 31, 1991 at \$1,898.54 per month. Rent of \$430,183.88 for the two-hundred fifty-one (251) month period August 1, 1991 through June 30, 2012 at \$1,713.88 per month.

Maintenance at \$0.30 per square foot for the period July 1, 1987 through July 31, 1991 ($\$0.30 \times 8224$) = \$2,467.20 per year and for the period August 1, 1991 through June 30, 2012 ($\$0.30 \times 7424$) = \$2,227.20 per year. Maintenance subject to change in accordance with current state policy.

Insurance of \$450.00 per year for the period July 1, 1987 through July 31, 1991 and \$406.09 per year for the period August 1, 1991 through June 30, 2012. Insurance subject to change and to be reviewed annually.

This lease shall commence on the first day of July, 1987, and extend for a period of 300 months, ending on the 30th day of June, 2012, yielding therefrom, during the said term the rental of \$523,212.34, plus \$2,467.20 per year maintenance for the period July 1, 1987 through July 31, 1991 and \$2,227.20 per year maintenance for the period August 1, 1991 through June 30, 2012.

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and, \$450.00 per year insurance for the period July 1, 1987 through July 31, 1991 and \$406.09 per year insurance for the period August 1, 1991 through June 30, 2012, which amount shall be due and payable as follows:

For the period July 1, 1987 through July 31, 1991, total monthly payment of \$2,141.65, and

For the period August 1, 1991 through June 30, 2012, total monthly payment of \$1,933.32.

The Lessor will apply a credit to the Lessee toward the rent of 1,800 square feet at the SPR Building located at 320 Hospital Drive, Warrenton, Virginia, which credit will be in the amount of \$208.33 per month for each month during the period commencing August 1, 1991 and ending on the last day of the month prior to month in which the Lessee and the Lessor enter a separate lease agreement for the space occupied at the SPR Building. (April, 1992)

Upon termination of this Lease, it shall not be renewed if required for any of the purposes mentioned in Virginia Code paragraph 15.1-258, and that upon termination, all alterations, additions to or improvements (except movable furniture put in at the expense of the Lessee, and alterations, additions or improvements which are made by the Lessee and removable without injuring the building or the premises) made in the leased space shall revert to the Lessor free from any encumbrance at the time of suel revisia.

Lessor will provide to Lessee such parking rights as the Lessor now holds, on the premises at Lessor's expense during the tenancy of this Lease.

credit
added
April
1992 when
SPR lease
was made
not every
month

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IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals.

This lease arrangement is recommended this 21st day of May, 1992,

by [Signature]
(Local Health Director)

APPROVED:

DATE

(Division of Engineering and Building)

6/10/92

DATE

[Signature]
(Health Department Division Director)

DATE

[Signature] (SEAL)
(Director of Administration,
Virginia State Department of Health)

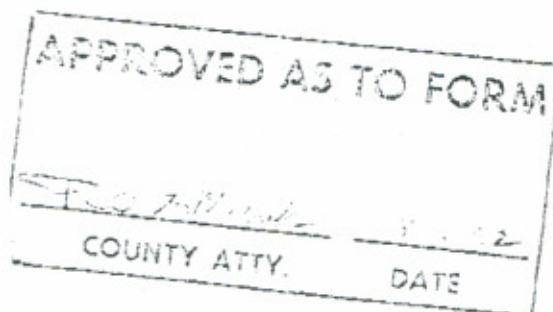
DATE

[Signature] (SEAL)
(Lessor; if corporation, state title)

DATE

(SEAL) Attest:

Secretary



Amendment to Lease Between the Fauquier County Board of Supervisors, Lessor,
and the Virginia Department of Health, Lessee, for the Fauquier County Health
Department
330 Hospital Drive
Warrenton, Virginia
Lease No. 601-L056

RECOMMEND APPROVAL:
DIVISION OF ENGINEERING AND
BUILDINGS

By:

John E. Forest
for Director

RECOMMEND APPROVAL:
DEPARTMENT OF GENERAL SERVICES

By:

[Signature]
Director

APPROVED BY THE GOVERNOR:

Pursuant to § 2.1-504.2 of the Code of Virginia (1950), as amended, as the official designee of the Governor of Virginia, as authorized and designated by Executive Order 35 (91), dated May 30, 1991, I hereby approve the acquisition of the demised premises pursuant to this Lease Agreement and the execution of this instrument for, on behalf of, and in the stead of the Governor of Virginia.

Ruby G. Martin
Ruby G. Martin
Secretary of Administration

06.03.92
(Date)